

ORDER FOR SUPPLIES OR SERVICES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 01/09/2009		2. CONTRACT NO. (If any)		6. SHIP TO: Dr. Jane Brickman	
3. ORDER NO. DTMA5V09123		4. REQUISITION/REFERENCE NO. DEAN09-007		a. NAME OF CONSIGNEE U.S. MERCHANT MARINE ACADEMY	
5. ISSUING OFFICE (Address correspondence to) U.S. Merchant Marine Academy (Procurement) MMA-5206, Division of Procurement Kings Point NY 11024-1699				b. STREET ADDRESS Department of Humanities	
				c. CITY Kings Point	d. STATE NY
				e. ZIP CODE 11024-1699	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR				8. TYPE OF ORDER	
b. COMPANY NAME Andrew Wax				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 139-15 83 Avenue, Apt. 738				<input type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY Briarwood		e. STATE NY		f. ZIP CODE 11435	
9. ACCOUNTING AND APPROPRIATION DATA - 7009 - 1750MA - 2009 - - 11NP - 00 - 0001 - 0000 - - 530000 - - 25215 - 6100 - 6600 -				10. REQUISITIONING OFFICE U.S. MERCHANT MARINE ACADEMY	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS				Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION USMMA, Kings Point, NY 11024	b. ACCEPTANCE USMMA, Kings Point, NY 11024				
				16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
SEE LINE ITEM DETAIL						
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOT. (Cont. pages)
21. MAIL INVOICE TO: Justin Breeden						
a. NAME USMMA A/P Branch, AMZ-160						
b. STREET ADDRESS (or P.O. Box) USMMA A/P Branch, AMZ-160, PO Box 25710						\$4,050.00
c. CITY Oklahoma City						
d. STATE OK						17(i) GRAND TOTAL
e. ZIP CODE 73125						

22. UNITED STATES OF AMERICA BY (Signature)

Maximilian S. Diah

23. NAME (Typed)

Max Diah

TITLE: CONTRACTING/ORDERING OFFICER

RECEIVING REPORT

SHIPMENT	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
NUMBER	FINAL				
TOTAL CONTAINERS	GROSS WEIGHT	RECEIVED AT	TITLE		

[illegible]

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 01/09/2009		CONTRACT NO.		ORDER NO. DTMA5V09123		
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p><i>Remit To: SAME</i> <i>DUNS NUMBER: 362849676</i> <i>For Payment Inquires Contact:</i> <i>BARBARA MARTOS (405) 954-1219</i></p> <p>ADJUNCT PROFESSOR</p> <p>STATEMENT OF WORK</p> <p>1. The Contractor shall deliver instructional services as an independent contractor to the Humanities Department of the United States Merchant Marine Academy ("the Academy"). The service[s] to be provided shall constitute the instruction of midshipmen in the following course(s):</p> <p>Modern American History</p> <p>2. The Contractor certifies that he/she possesses the requisite qualifications to deliver instructional services in History without further training, to the midshipmen designated by the Humanities Department at the Academy.</p> <p>3. The Contractor shall deliver the services solely during the 2nd term, commencing on 12 November 2008 and terminating on 06 March 2009. Continuation of these services beyond the termination date is prohibited. This contract does not signify or guarantee that future contracts will be awarded to the Contractor for the delivery of similar services.</p> <p>4. In the performance of the work necessary for delivery, the Contractor shall observe the standards published in the official Academy Catalog, Academic Handbook, the Dean's Memoranda & Instructions and, when appropriate, shall examine the midshipmen and submit grades in conformity with such standards including the completion of D/F forms for final grades of D+, D, and F. The Contractor shall submit a full record of all grades assigned to the Head of the Humanities Department at the end of the term. The Contractor shall submit all graded final exams to the Head of the Humanities Department at the end of the term. The Contractor is responsible for his/her own course planning consistent with course accreditation.</p> <p>Reference Requisition: DEAN09-007</p>	1.00	JOB	4,050.000	4,050.00	
0001AA	<p>Statement of Work Continued...</p> <p>In addition to classroom instruction, the Contractor shall be available at the Academy for two hours per week, per course, to consult with students at a time and location convenient for the Contractor and students. Within these parameters, the Contractor shall deliver the services independently without training, supervision or control with respect to the way the work is to be accomplished.</p> <p>The Contractor is also responsible for re-scheduling any class sessions that the Contractor cancels, unless other arrangements are made with the approval of the Head of the Department.</p> <p>The Contractor shall agree to be bound by the terms and conditions of Superintendent's Instruction 2205-20, Computer Network Use Agreement. The contractor shall personally submit mid-term and final term grades using the Academy's electronic web-enabled system. This task/requirement shall not be delegated to any other person, and any other form of grade submission is deemed unacceptable.</p> <p>5. The Head of the Humanities Department shall be the Contracting Officer's Technical Representative (COTR) responsible for the technical aspects of the contract. Any questions concerning the academic requirements of the contract should be referred to the COTR.</p> <p>6. The Contractor shall provide instruction at the facilities of the Academy in a classroom provided by Academy and be available for student consultations as set forth above.</p> <p>Reference Requisition: DEAN09-007</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ➡ \$4,050.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 01/09/2009		CONTRACT NO.		ORDER NO. DTMA5V09123						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)				
0001AB	<p>Statement of Work Continued...</p> <p>7. The Contractor's usage of government furnished equipment will be limited to designated instructional aids and supplies, if necessary for the delivery of services, and Academy projectors and copiers as necessary to deliver instruction and reproduce notes, classroom handouts and exam materials. Except for being present for classes and student consultations, the Contractor shall make all preparations and research for services to be rendered on his/her own premises and with his/her own materials, equipment and personnel. The Academy will not provide an office for the Instructor but will provide a room for instructor/student consultations.</p> <p>8. The Contractor shall not work as an employee nor serve as an agency representative or liaison of the Academy or Maritime Administration in connection with the official business with other organizations, firms or persons. The Contractor shall not be required to attend departmental meetings but may do so to the extent that said meetings involve issues pertinent to the class(es) they are teaching. The Contractor shall not be involved in other faculty or Academy functions.</p> <p>9. The Contractor will be paid the lump sum of \$4,050.00 for the services being delivered under the contract. The sum shall be paid in two equal payments: the first payment after submission of mid-term grades and submission of a proper invoice by the Contractor, and the second, final payment shall be made after submission of final grades and submission of a final and proper invoice by the Contractor. The Contractor is responsible for paying all applicable federal and state taxes for any compensation received from the Academy. The Contractor is not entitled to reimbursement from the Academy for travel and/or business expenses.</p>									
0001AC	<p>Reference Requisition: DEAN09-007</p> <p>Statement of Work Continued...</p> <p>10. The performance of services provided under this contract may be terminated in whole or in part for the Academy's convenience by written notice from the Contracting Officer. If notice of termination is provided before the date performance begins, then the Government shall be liable only for the payment of a \$0 cancellation fee for each course cancelled. If the contract is terminated after performance begins, per paragraph (l) Termination for Convenience of FAR clause 52-212-4, Contract Terms and Conditions - Commercial Items, the Academy shall be liable only for payment for services rendered before the effective date of termination and such payment will be pro-rated based on the number of class sessions taught prior to termination with relevance to the total number of class sessions scheduled to have been taught.</p> <p>11. The Academy may terminate this contract for cause Termination for Cause, of FAR clause 52-212-4, in the event of any default by the contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Academy, upon request, with adequate assurances of future performance. In the event of termination for cause, the Academy shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Academy for any and all rights and remedies provided by law. If it is determined that the Academy improperly terminated this contract for cause, such termination shall be deemed a termination for convenience.</p> <p>CONFIRMATION ORDER</p> <table><tr><td>Start Date</td><td>End Date</td></tr><tr><td>11/12/2008</td><td>03/06/2009</td></tr></table> <p>Reference Requisition: DEAN09-007</p>	Start Date	End Date	11/12/2008	03/06/2009					
Start Date	End Date									
11/12/2008	03/06/2009									

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ➡ \$0.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER		CONTRACT NO.		ORDER NO.		
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>USMMA Procurement Department: MAXMILLIAN S. DIAH (516) 773-5584 MARKVIEW Invoice To: Dr. Jane Brickman (516) 773-5365</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17i) ➡ \$0.00

Contract Level Funding Summary	Document Number DTMA5V09123	Title ADJUNCT Andrew Wax	Page 6 of 7
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- 7009 - 1750MA - 2009 - - 1INP - 00 - 0001 - 0000 - - 530000 - - - 25215 - 6100 - 6600 -

\$4,050.00

Reference Requisition: DEAN09-007

Total Funding: \$4,050.00

	Document No. DTMA5V09123	Document Title ADJUNCT Andrew Wax	Page 7 of 7
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1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acqnet.gov/far/

www.dot.gov/ost/m60/tamar/tar.htm

Clause	Title	Date
52.222-03	Convict Labor	June 2003
52.223-06	Drug-Free Workplace	May 2001
52.232-01	Payments	April 1984
52.232-08	Discounts for Prompt Payment	February 2002
52.232-25	Prompt Payment	October 2008
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration	October 2003
52.233-01	Disputes	July 2002
52.243-01	Changes--Fixed Price	August 1987
52.246-01	Contractor Inspection Requirements	April 1984
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	April 1984
52.249-08	Default (Fixed-Price Supply and Service)	April 1984